

Master Terms of Service

1. This agreement is effective as of the date of execution. The initial term of this agreement shall be as set forth on the front of this agreement and shall automatically renew for the same period of time unless Conciliators ("Company") is notified to the contrary, in writing, 60 days in advance of the expiration of the then current term. Company has the right to increase prices. Client has the right to reject the price increase within ten (10) days of the notice. If Client rejects the price increase, Company may terminate this agreement.
2. Client hereby agrees to defend, indemnify and hold harmless Company from any claims and damages arising out of or associated with this agreement to the extent such claims and/or damages arise out of or were caused by the negligence, willful misconduct, actions, statements or decisions of the Client or its employees/contractors/agents.
3. Client may terminate this agreement at any time under the following conditions: i) Client provides Company a 30 day remedy period wherein Company works with Client to address any concerns factoring into the decision to terminate the agreement; ii) if Client elects to terminate at the end of the remedy period despite Company's efforts to resolve Client's concerns, Client agrees to provide an additional 30 day wind-up period wherein Company can end its engagement with each of Client's employees and remove Client access to Company's services, including the WorkBuddy App. Client agrees to pay the agreed upon per employee per month price multiplied by the number of Client's employees during the remedy period and the wind-up period. Under no circumstance will Client be released from its contractual obligations to pay for Company's services unless and until payment for the remedy period and wind-up period (two months total) has been received by Company.
4. Additional products and services may be added to this agreement and shall automatically become a part of and subject to the terms hereof. The per employee per month price may change if products and/or services are added.
5. Any dispute or matter arising in connection with or relating to this agreement shall be resolved by binding and final arbitration. The arbitration shall be conducted pursuant to applicable state or federal arbitration law. Any such dispute shall be determined on an individual basis, shall be considered unique as to its facts, and shall not be consolidated in any arbitration or other proceeding with any claim or controversy of any other party. The exclusive jurisdiction and forum for resolution of any such dispute shall lie in the state where Client is located. Under no circumstance may Client call Company, its agents, contractors, subsidiaries, employees, owners, shareholders, directors, or assignees to testify about communications Company participated in as a third-party neutral.
6. Client's first Payment must be received before service begins. Invoices are sent on a monthly basis. All invoices must be paid prior to the beginning of the service period covered by the invoice. Interest will accrue on any amounts which are not paid when due from the date due to the date of payment in full at an annual percentage rate equal to the lesser of (a) eighteen percent 18% or (b) the maximum rate permitted by applicable law.
7. This agreement contains the entire agreement of the parties with respect to the subject matter of this agreement and supersedes all prior negotiations, agreements and understandings with respect thereto. This agreement may only be amended by a written document executed by all parties.
8. This Agreement may not be modified, amended or supplemented except in writing signed by an authorized representative of Conciliators, provided, however, if a Federal, state or local governmental body or its representative is a party to this Agreement, the proposed modification, amendment or supplement must be in writing signed by a President or other Executive level employee of Conciliators.
10. Confidentiality: All communications with Company, whether by Client or its employees/contractors/agents, directly or indirectly related to any kind of dispute or conflict whatsoever are confidential and privileged in accordance with Utah Code Ann. § 78B-10-101 et seq., the Utah Rules of Alternative Dispute Resolution, Rule 408 of the Rules of Evidence and all other applicable laws. Information learned by Company is not discoverable, and no current or former owner, employee, agent, or contractor of Company may be called as a witness to testify about information learned as a Company service provider. The information collected by Company whether through the WorkBuddy App, or otherwise, is in no way owned, controlled, accessible, or discoverable by Client except when consent to share has been given or the data has been aggregated and all identifiable information has been removed.
11. Client understands that employees will spend some amount of time using the WorkBuddy app and might engage the application outside of his or her normal working hours. Although every user of the app must agree to Terms of Use that include an acknowledgement that time spent engaging with the WorkBuddy app outside of the user's on-the-job hours is completely voluntary and does not count towards over-time pay under the Fair Labor Standards

Act, an employer (Client) that requires an employee to engage with the app outside of his or her normal work schedule may be required to compensate said employee for such time.

12. **Company has been hired to provide neutral dispute resolution services. No attorney-client relationship is formed by this agreement.** Although a conciliator may be a lawyer, Company has not been hired to provide legal services. Company is in no way obligated to provide legal advice or opinion on any matter but may speak generally about legal implications while working through the dispute resolution process. However, such statements do not constitute legal advice.
13. Client agrees to cooperate with the integration of technology required to implement the Conciliators Platform including the WorkBuddy App. Client also agrees to provide sufficiently detailed employee contact information to facilitate communications between conciliators and employees. Client understands that Company needs certain information about Client's employees to provide dispute resolution services and create invoices. Client agrees to share all necessary information, including an organization chart or list of leaders, an employee list with basic contact information, the number of employees—updated monthly—in the organization, a monthly list of new hires, and a monthly list of people who cease to be part of Client's organization.